

**SOLICITATION NO. DE-RQ75-06SW57296**

**Supply and Delivery of Group Operated Disconnect Switches**



**U.S. DEPARTMENT OF ENERGY  
SOUTHWESTERN POWER ADMINISTRATION  
ONE WEST THIRD STREET  
TULSA, OKLAHOMA 74103-3519**

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<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER <b>2657296</b>		PAGE 1 OF <b>36</b>	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>DE-RQ75-06SW57296</b>	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <b>Tammy Moreno, Contract Specialist</b>				b. TELEPHONE NUMBER (No collect calls) <b>918-595-6768</b>	
8. OFFER DUE DATE/ LOCAL TIME <b>01/31/2006</b>		9. ISSUED BY <b>U.S. Department of Energy Southwestern Power Administration One West Third Street Tulsa, Oklahoma 74103-3519</b>		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <div style="display: flex; justify-content: space-between;"><div>NAICS: <b>335311</b> SIZE STANDARD: <b>750 employees</b></div><div><input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)</div></div>			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO <b>Same as block 9, (Attn: Scott Holland)</b>		16. ADMINISTERED BY <b>Same as Block 9</b>		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/OFFEROR <b>DUNS NO: _____</b> <b>TELEPHONE NO. _____</b>		18a. PAYMENT WILL BE MADE BY <b>U.S. Department of Energy Southwestern Power Administration (S3611) One West Third Street Tulsa, Oklahoma 74103-3519</b>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>This is an Indefinite Delivery/Indefinite Quantity Supply Contract for Supply and Delivery of Group Operated Disconnect Switches in accordance with the attached Section B Price Schedule and Specifications.</p> <p>Delivery Orders will be issued hereunder and will be F.O.B. Destination.</p> <p style="text-align: center;"><i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i></p>						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (Type or print)					31b. NAME OF CONTRACTING OFFICER (Type or print)		
30c. DATE SIGNED					31c. DATE SIGNED		
					<b>Cris Van Horn</b>		

**IMPORTANT INFORMATION TO OFFERORS**

- 1. COMPLETE, SIGN, AND RETURN** STANDARD FORM 1449 (SF 1449) with your quote (page 1).

NOTE: Block 17a – USE THE EXACT NAME AND ADDRESS THAT YOU USED IN THE CENTRAL CONTRACT REGISTRATION (CCR). ALSO, YOU MUST PROVIDE A TELEPHONE NUMBER where you can be reached during the business hours of 7:45 a.m. to 4:30 p.m. CST.

- 2. COMPLETE AND RETURN** SECTION B, PRICE SCHEDULE (pages 3 through 7). Be sure to include pricing for each option year, as stated on the last page of the Price Schedule.

- 3. COMPLETE AND RETURN** the information required at Clause 52.212-3, Representations and Certifications (pages 29 - 35), as well as 52.216-2, Economic Price Adjustment-Standard Supplies (page 11), if applicable.

**RETURN PROPOSAL TO:** TAMMY MORENO, CONTRACT SPECIALIST  
SOUTHWESTERN POWER ADMINISTRATION  
ONE WEST THIRD  
TULSA, OK 74103-3502

Questions can be directed to Ms. Moreno at 918/595-6768

FOR THE DATE YOUR QUOTE IS DUE IN THE ISSUING OFFICE, SEE BLOCK 8 OF THE SF 1449.

If mailed, write or type the Solicitation Number (see Block 5 of the SF 1449) at the bottom left corner of the envelope.

FAX QUOTES are acceptable. FAX NUMBER: 918-295-6514.

In order for your proposal to be considered, ALL PAGES that require information from you MUST BE COMPLETED AND RETURNED by mail or fax to the issuing office ON OR BEFORE DATE PROPOSALS ARE DUE.

REGULAR OFFICE HOURS: Monday to Friday, 7:45 a.m. to 4:30 p.m. CST

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**VENDOR CENTRAL CONTRACTOR REGISTRATION (CCR) PROCEDURE (FOR ALL VENDORS):**

If a vendor is NOT registered in the CCR, the vendor MUST register to receive a contract. Effective 1 January 1999, award can be made ONLY to vendors registered in CCR. NO EXCEPTIONS.

If you do not have access to the Internet, you may call the CCR Assistance Center at 888-227-2423 and request a registration packet. Access the World Wide Web home page address at <http://www.dlis.dla.mil/ccr/>. Complete the registration form by following the instructions on the screen.

A DUNS number is a mandatory data element for registering and can be obtained: Electronically by completing the form at [http://www.dnb.com/duns\\_update/duns\\_update\\_US](http://www.dnb.com/duns_update/duns_update_US) or by FAX, call 800-333-0505 for the appropriate FAX number.

A CAGE code is another mandatory data element for being registered in the CCR. A CAGE code can be obtained from the Defense Logistics Service Center (DLSC) by contacting Customer Service and marking menu selections at 888-352-9333, FAX 616-691-5305, or E-mail [disc-cso@dlsc.dla.mil/](mailto:disc-cso@dlsc.dla.mil/). If registration forms for USA companies are submitted without the CAGE code, one will be assigned.

**SECTION B**  
**PRICE SCHEDULE**  
**GROUP OPERATED DISCONNECT SWITCHES FOR SOUTHWESTERN POWER ADMINISTRATION**

1. This contract is an Indefinite Delivery/indefinite Quantity Contract for **Supply and Delivery of Group Operated Disconnect Switches for Southwestern Power Administration in the states of Arkansas, Missouri, Oklahoma, and Texas**, and as further specified in each Delivery Order issued under the basic contract.
2. The prices established for each line item will provide the firm fixed-price basis for each delivery order issued under this contract. All cost factors such as travel, delivery, overhead, general and administrative (G&A), fringe benefits, profit, etc., shall be included in each line item price.
3. This contract is for a base period, and two option-year periods, not to exceed a total of three years. The base period is for 12 months beginning the day of contract award. The minimum amount to be paid for the base year is twenty thousand (\$20,000) dollars and for each option year, if exercised, is ten thousand (\$10,000) dollars.

**SECTION B continued  
PRICE SCHEDULE  
GROUP OPERATED DISCONNECT SWITCHES  
FOR SOUTHWESTERN POWER ADMINISTRATION**

**BASE YEAR  
MARCH 1, 2006 THROUGH FEBRUARY 28, 2007**

ITEM No.	SUPPLIES	QUANTITY	UNIT	UNIT PRICE
	<u>Basic Requirements</u>			
<b>0001</b>	<b>Manual group operated air break disconnect switch, vertical break, vertical mounted</b>			
0001A	161 Kv without ground blades, without Key Interlock, supply and delivery	1	EA	\$ _____
0001B	161 Kv without ground blades, with Key Interlock, supply and delivery	1	EA	\$ _____
0001C	161 Kv with ground blades, without Key Interlock, supply and delivery	1	EA	\$ _____
0001D	161 Kv with ground blades, with Key Interlock, supply and delivery	1	EA	\$ _____
0001E	138 Kv without ground blades, without Key Interlock, supply and delivery	1	EA	\$ _____
0001F	138 Kv without ground blades, with Key Interlock, supply and delivery	1	EA	\$ _____
0001G	138 Kv with ground blades, without Key Interlock, supply and delivery	1	EA	\$ _____
0001H	138 Kv with ground blades, with Key Interlock, supply and delivery	1	EA	\$ _____
0001I	69 Kv without ground blades, without Key Interlock, supply and delivery	1	EA	\$ _____
0001J	69 Kv without ground blades, with Key Interlock, supply and delivery	1	EA	\$ _____
0001K	69 Kv with ground blades, without Key Interlock, supply and delivery	1	EA	\$ _____
0001L	69 Kv with ground blades, with Key Interlock, supply and delivery	1	EA	\$ _____

EA – EACH

**SECTION B continued**  
**PRICE SCHEUDLE**  
**GROUP OPERATED DISCONNECT SWITCHES**  
**FOR SOUTHWESTERN POWER ADMINISTRATION**

**BASE YEAR**  
**MARCH 1, 2006 THROUGH FEBRUARY 28, 2007**

ITEM No.	SUPPLIES	QUANTITY	UNIT	UNIT PRICE
0002	<b>Manual group operated air break disconnect switch, vertical break, horizontal mounted</b>			
0002A	161 kV without ground blades, without Key Interlock, supply and delivery	1	EA.	\$ _____
0002B	161 kV without ground blades, with Key Interlock, supply and delivery	1	EA.	\$ _____
0002C	161 kV with ground blades, without Key Interlock, supply and delivery	1	EA.	\$ _____
0002D	161 kV with ground blades, with Key Interlock, supply and delivery	1	EA.	\$ _____
0002E	138 kV without ground blades, without Key Interlock, supply and delivery	1	EA.	\$ _____
0002F	138 kV without ground blades, with Key Interlock, supply and delivery	1	EA.	\$ _____
0002G	138 kV with ground blades, without Key Interlock, supply and delivery	1	EA.	\$ _____
0002H	138 kV with ground blades, with Key Interlock, supply and delivery	1	EA.	\$ _____
0002I	69 kV without ground blades, without Key Interlock, supply and delivery	1	EA.	\$ _____
0002J	69 kV without ground blades, with Key Interlock, supply and delivery	1	EA.	\$ _____
0002K	69 kV with ground blades, without Key Interlock, supply and delivery	1	EA.	\$ _____
0002L	69 kV with ground blades, with Key Interlock, supply and delivery	1	EA.	\$ _____

EA – EACH



**SECTION B continued  
PRICE SCHEDULE  
GROUP OPERATED DISCONNECT SWITCHES  
FOR SOUTHWESTERN POWER ADMINISTRATION**

**BASE YEAR  
MARCH 1, 2006 THROUGH FEBRUARY 28, 2007**

ITEM No.	SUPPLIES	QUANTITY	UNIT	UNIT PRICE
0003	<b>Manual group operated air break disconnect switch, vertical break, inverted or under hung mounted</b>			
0003A	161 kV without ground blades, without Key Interlock, supply and delivery	1	EA	\$ _____
0003B	161 kV without ground blades, with Key Interlock, supply and delivery	1	EA	\$ _____
0003C	161 kV with ground blades, without Key Interlock, supply and delivery	1	EA	\$ _____
0003D	161 kV with ground blades, with Key Interlock, supply and delivery	1	EA	\$ _____
0003E	138 kV without ground blades, without Key Interlock, supply and delivery	1	EA	\$ _____
0003F	138 kV without ground blades, with Key Interlock, supply and delivery	1	EA	\$ _____
0003G	138 kV with ground blades, without Key Interlock, supply and delivery	1	EA	\$ _____
0003H	138 kV with ground blades, with Key Interlock, supply and delivery	1	EA	\$ _____
0003I	69 kV without ground blades, without Key Interlock, supply and delivery	1	EA	\$ _____
0003J	69 kV without ground blades, with Key Interlock, supply and delivery	1	EA	\$ _____
0003K	69 kV with ground blades, without Key Interlock, supply and delivery	1	EA	\$ _____
0003L	69 kV with ground blades, with Key Interlock, supply and delivery	1	EA	\$ _____

EA - EACH

**SECTION B continued  
PRICE SCHEDULE  
GROUP OPERATED DISCONNECT SWITCHES  
FOR SOUTHWESTERN POWER ADMINISTRATION**

**BASE YEAR  
MARCH 1, 2006 THROUGH FEBRUARY 28, 2007**

ITEM No.	SUPPLIES	QUANTITY	UNIT	UNIT PRICE
0004	<b>Motor group operated air break disconnect switch, vertical break, vertical mounted</b>			
0004A	161 kV without ground blades, without Key Interlock, supply and delivery	1	EA.	\$ _____
0004B	161 kV without ground blades, with Key Interlock, supply and delivery	1	EA.	\$ _____
0004C	161 kV with ground blades, without Key Interlock, supply and delivery	1	EA.	\$ _____
0004D	161 kV with ground blades, with Key Interlock, supply and delivery	1	EA.	\$ _____
0004E	138 kV without ground blades, without Key Interlock, supply and delivery	1	EA.	\$ _____
0004F	138 kV without ground blades, with Key Interlock, supply and delivery	1	EA.	\$ _____
0004G	138 kV with ground blades, without Key Interlock, supply and delivery	1	EA.	\$ _____
0004H	138 kV with ground blades, with Key Interlock, supply and delivery	1	EA.	\$ _____

EA - EACH

**OPTION YEARS:**

**This contract is for a base and two option years. Pricing for option years is based upon the proposed percentage increase over the previous year pricing as follows:**

**OPTION YEAR 1: \_\_\_\_\_% increase over Base Year**  
**OPTION YEAR 2: \_\_\_\_\_% increase over Option Year 1**

**SECTION C**  
**CONTRACT CLAUSES**

- (a) Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.
- (b) Clauses and provisions in this document will be numbered in sequence, but will not necessarily appear in consecutive order.
- (c) Solicitation Provisions, Representation, Instructions and Evaluations will be physically removed from any resultant award, but will be deemed to be incorporated by reference, in that award.
- (d) This an **Indefinite Delivery Indefinite Quantity (IDIQ)** contract where funding actions (obligations) will be made by the issuance of orders for specified orders or specified quantities. Modification to orders will be made if changes to orders are necessary.

**C.01 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (IAW FAR 52.107(b))**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/VFFARa.htm>.

**C.02 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERICAL ITEMS (SEP 2005) (IAW FAR 12.301(b)(3))**

**C.03 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERICAL ITEMS (JAN 2005) (IAW FAR 12.301(b)(4))**

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
  - (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
  - (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
  - \_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
  - \_\_\_ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).
  - \_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
  - \_\_\_ (4) (i) 52.219-5, Very Small Business Set-Aside (June 2003)(Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
    - \_\_\_ (ii) Alternate I (Mar 1999) of 52.219-5.
    - \_\_\_ (iii) Alternate II (June 2003) of 52.219-5.
  - \_\_\_ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
    - \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.
    - \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.
  - \_\_\_ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
    - \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
    - \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
  - \_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
  - \_\_\_ (8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002)(15 U.S.C. 637 (d)(4)).
    - \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
    - \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
  - \_\_\_ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

\_\_\_ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Jul 2005)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

X (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).

X (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

X (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

\_\_\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

X (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

\_\_\_ (22) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

X (23) 52.225-1, Buy American Act—Supplies (June 2003)(41 U.S.C. 10a-10d).

X (24) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Jan 2005)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.

X (25) 52.225-5, Trade Agreements (Jan 2005)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

\_\_\_ (26) 52.225-13, Restrictions on Certain Foreign Purchases (Mar 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000)(E.O. 12849).

\_\_\_ (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000)(E.O. 12849).

\_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

X (32) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

\_\_\_ (33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

\_\_\_ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

\_\_\_ (35) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003)(46 U.S.C. 1241 and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:
- \_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, *et seq.*).
  - \_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
  - \_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).
  - \_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
  - \_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989)(41 U.S.C. 351, *et seq.*).
- (d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
  - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
  - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)
- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
    - (i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
    - (ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).
    - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).
    - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).
    - (v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
    - (vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)
    - (vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,
  - (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations. (End of Clause)

**ADDENDUM TO CLAUSES**

**C.04 FAR 52.202-1 DEFINITIONS (JUL 2004) (IAW FAR 2.201)**

- (a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--
- (1) The solicitation, or amended solicitation, provides a different definition;
  - (2) The contracting parties agree to a different definition;
  - (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
  - (4) The word or term is defined in FAR Part 31, for use of the cost principles and procedures.
- (b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

**C.05 FAR 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) (IAW FAR 11.703(b))**

The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the Government receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. The Government may retain such excess quantities up to \$250 in value without compensating the Contractor therefor, and the Contractor waives all right, title, or interests therein. Quantities in excess of \$250 will, at the option of the Government, either be returned at the Contractor's expense or retained and paid for by the Government at the contract unit price.

**C.06 FAR 52.216-2 ECONOMIC PRICE ADJUSTMENT-STANDARD SUPPLIES (JAN 1997) (IAW FAR 16.203-4 (a))**

- (a) The Contractor warrants that the unit price stated in the Schedule for \_\_\_\_\_ [offeror insert Schedule line item number] is not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item. The term "unit price" excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term "established price" means a price that --
- (1) Is an established catalog or market price for a commercial item sold in substantial quantities to the general public; and
  - (2) Is the net price after applying any standard trade discounts offered by the Contractor.
- (b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.
- (c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:
- (1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.
  - (2) The increased contract unit price shall be effective --
    - (i) On the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter; or
    - (ii) If the written request is received later, on the date the Contracting Officer receives the request.
  - (3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.
  - (4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.
  - (5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.
- (d) During the time allowed for the cancellation provided for in subparagraph (c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.

**C.07 FAR 52.216-18 ORDERING (OCT 1995) (IAW FAR 16.506(a))**

- a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the Southwestern Power Administration Contracting Office. Such orders may be issued from March 1, 2006 through February 28, 2007.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**C.08 FAR 52.216-19 ORDERING LIMITATIONS (OCT 1995) (IAW FAR 16.506(b))**

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 1,000 dollars, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor --
  - (1) Any order for a single item in excess of \$300,000 each;
  - (2) Any order for a combination of items in excess of \$300,000 or
  - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**C.09 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995) (IAW FAR 16.506(e))**

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after February 28, 2007, unless any options are exercised.

**C.10 FAR 52.217-7 OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED LINE ITEM (MAR 1989) (IAW FAR 17.208(e))**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

**C.11 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (IAW FAR 17.208(g))**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years and six months.

**C.12 FAR 52.242-13 BANKRUPTCY (JUL7 1995) (IAW FAR 42.903)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

**C.13 FAR 52.246-2 INSPECTION OF SUPPLIES-FIXED-PRICE (AUG 1996) (IAW 46.302)**

- a) *Definition.* "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.
- (c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.
- (e)
  - (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.
  - (2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest necessary.
- (f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.
- (g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.
- (h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either
  - (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or
  - (2) terminate the contract for default.

Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.
- (i)
  - (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time --



- (i) When Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract; and
  - (ii) When the supplies will be ready for Government inspection.
- (2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.
- (j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.
- (k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.
- (l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor
  - (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or
  - (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

**C.14 FAR 52.247-34 F.O.B. DESTINATION (NOV 1991) (IAW FAR 47.303-6(c))**

- a) The term "f.o.b. destination," as used in this clause, means --
  - (1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and
  - (2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.
- (b) The Contractor shall --
  - (1)
    - (i) Pack and mark the shipment to comply with contract specifications; or
    - (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
  - (2) Prepare and distribute commercial bills of lading;
  - (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
  - (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

**C.15 AGENCY CLAUSE C134A LIABILITY (JUN 2005)**

The contractor shall be liable for an indemnify Southwestern against any and all loss, claim, or suits (including and attorney's fees) for or on account of injury to or death of persons, damage to property, or destruction or [property belonging to either Southwestern or others occurring by reason of the act or negligence of the Contractor, Contractor's employees, or agents in connection with or arising from the work.

**C.16 MODIFICATION AUTHORITY**

The Contracting Officer shall be the only individual to:

- (a) accept nonconforming work,
- (b) waive any requirement of this contract, or
- (c) modify any term of condition of this contract.

**SECTION D**  
**SPECIFICATIONS**  
**GROUP OPERATED AIR BREAK DISCONNECT SWITCHES**

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**SECTION D**  
**SPECIFICATIONS FOR**  
**Group Operated Air Break Disconnect Switches**

**1.1 General**

The pricing schedule items includes providing group operated air break disconnect switches with various mountings. The disconnect switches shall be of the outdoor type and shall be manufactured and tested in accordance with the latest National Electrical Manufacturers Association (NEMA) publication No. SG6 for Power Switching Equipment and American National Standards Institute (ANSI) C37, except as otherwise specifically required herein. The disconnect switches shall be furnished, delivered, and off-loaded, f.o.b. job site to a location specified within a delivery order. The delivery location will be within Arkansas, Missouri, Oklahoma, and Texas.

**1.2 General Requirements**

**1.2.1 Ratings and Features**

	Type 1	Type 2
Description	3-pole, single throw, outdoor, manual group operated, rotating-insulator type.	3-pole, single throw, outdoor, manual group operated, rotating-insulator type.
System Nominal Voltage Rating (kilovolts)	161	69
Rated Maximum Voltage (kilovolts)	169	72.5
Basic Impulse Insulation Level (kilovolts)	750	350
Continuous Current Rating (kA)	1200	1200
Momentary Current Rating (kA)	61	61
Mounting Position	See Drawings	See Drawings
Insulator Technical Reference Number	291	216
Other voltage, current, interrupting ratings and related capabilities, operating times, and duty cycle	In accordance with ANSI standards	In accordance with ANSI standards

The 138 kV disconnect switches shall use the same ratings as the 161 kV disconnect switches or as specified in a delivery order.

**1.2.2 Switch-Pole Construction**

The disconnect switches shall be suitable for the ratings specified in Section 1.2.1/Ratings and Features.

**1.2.2.1 Contacts**

The main blade contacts shall be adjustable pressure, self-aligning, self-wiping, high pressure, and designed with low contact resistance. The contact pressure shall not exceed the safe working value for the materials in contact and shall cause no abrasion or scoring of the contacts. The disconnect switch blade contacts shall be silver-to-silver. Silver inserts or silver strips, if used, shall be silver-brazed. All fixed contacts shall be backed by stainless steel, or beryllium copper leaf springs, or be of the reverse current loop shape which eliminates contact burning under fault conditions. The current-carrying path shall not be through any hinge-spring or hinge-spring connection. If the current path is through a moving pin, means shall be provided to maintain continuous positive contact pressure on the pin. The shape of the material used for the contact shall be such that there will be no galling to the contact metals when the disconnect switch is subjected to 500 close-open operations.

#### **1.2.2.2 Main Disconnect Switch**

The blades shall be of hard-drawn copper or aluminum alloy for carrying the specified continuous and short-time currents. Stops, if required on the individual poles, shall be furnished as described in Section 1.2.3/Operating Mechanisms. If the blades are attached to castings, the blades and castings shall be connected by welding or by a bolted clamp. A press fit between the blade and casting is not acceptable. The main blades of all disconnect switches shall be counterbalanced to prevent them from falling open or closed in any position. If spiral springs are used on the hinge end of the disconnect switch for counterbalance, the housing shall be capped at both ends and the caps on the ends of the spring housings shall be screwed or welded onto the housing. Pressed fits are not acceptable for this application.

#### **1.2.2.3 Hinge and Clip-End Assemblies**

Pole unit castings may be of bronze or aluminum alloy. Bearings in the hinge-end operating levers shall be of the ball, roller, oilite-sleeve, plastic, or ball-and-socket type. All such bearings shall be firmly fixed in place and shall not require replacement or maintenance before performing at least 500 close-open operations. Stops shall be provided and the disconnect switch adjustments must provide for the blades to rest against the stops in the closed position.

#### **1.2.2.4 Rotating Insulator Bearings**

The bearings for the 161-kV, 138-kV, and 69-kV rotating insulator stacks may be tapered-roller or double-ball type. If double-ball type bearings are furnished, the bearings shall be of the combination radial and thrust type. The bearings shall be provided with a readily adjustable take-up adjustment, if necessary, to maintain smooth operation when the bearings become worn.

#### **1.2.2.5 Bases**

The bases of all disconnect switches shall be of metal members of sufficient stiffness to prevent excessive deflection when mounted and operated on the supporting structures shown on the disconnect switch support drawings. Lattice-girder-type bases will not be permitted. All steel materials required for the bases shall be hot-dipped galvanized.

#### **1.2.2.6 Bearings**

All ball or roller bearings shall either be of the sealed, permanently lubricated type, or be of the type which does not require lubrication, with stainless steel balls or rollers and races.

#### **1.2.2.7 Mechanical Design Criteria**

The disconnect switch shall perform as intended at temperatures from -30°C through +40°C, at altitudes through 1000 m (3300 feet) and withstand the following loading conditions.

- Gravity load plus operating forces plus wind or seismic forces.

Wind and seismic forces are considered to be non-concurrent loads and therefore do not require inclusion in the same load case. The equipment shall operate as intended during and after the application as stated in the following sections.

Wind forces shall be based on 36 meters per second ( 80 miles per hour) and applied in the most critical direction through the center of the projected area of the equipment.

The horizontal seismic force on each item of equipment or component shall be statically computed by concentrating the weight of the equipment or component at it's center of gravity and multiplying the weight times the horizontal equivalent lateral force coefficient 0.35. A vertical seismic force equal to +/- 80 percent of the horizontal seismic force, shall be combined with the horizontal force in a direction which produces the most severe stresses. The distribution of the seismic forces shall be in accordance with the distribution of weight throughout the equipment or component.

The weight of the equipment shall be defined as those loads which are present during normal operating conditions.

The resulting wind or seismic internal stresses shall be combined with the stresses due to normal gravity and operating loads. The combined stresses shall not exceed the allowable stress provisions of the applicable codes. Where there is no directly applicable code, a minimum safety factor of 2.0 against buckling is required for all members subjected to compression, and a minimum safety factor of 1.25 against yield is required for all members subjected to tension or bending. For ceramic components the combined internal stresses shall not exceed 50% of that component's ultimate mechanical strength.

The equipment supplier shall provide bolt points around the base of the equipment for anchoring to the support structure or foundation. Gravity, operating, wind, and seismic loads shall be provided for use in structure and foundation design.

All fasteners shall be in conformance with ASTM specifications. The Contractor shall comply with the Fastener Quality Act of 1990, P.L. 101-592 and regulations promulgated thereof.

#### **1.2.2.8 Terminals**

The terminals on the disconnect switch shall be NEMA 4-hole pad in accordance with NEMA Publication CC-1 in effect on the offer date.

#### **1.2.2.9 Assembly**

Each pole of each disconnect switch shall be completely assembled at the factory, without insulators, for shipment. The insulators shall be shipped separately.

components shall be furnished with the disconnect switch.

Two (2) complete set of special tools and appliances, as may be required to dismantle and reassemble the disconnect switch shall be furnished for each site. Studs, bolts, or nuts other than United States Customary Standard, used any place in the disconnect switch, will be considered as requiring special tools. The cost of all such special tools and equipment shall be included in the price for the disconnect switch.

#### **1.2.3 Operating Mechanisms**

Operating mechanisms shall effect a smooth, thoroughly controlled movement throughout the entire opening and closing cycles and all rods, shafts, pipe linkages, connectors, operating levers, supports, and fittings shall show no noticeable deflection. Cable connections in lieu of rigid interphase rods are not acceptable. Means shall be provided on each disconnect switch for taking up loose motion in each part of the mechanism and for adjusting the travel of each blade independently.

The main switch operating mechanism of the 69-kV disconnect switches shall use a swing handle operating mechanism.

The main switch operating mechanism of the 161-kV and 138-kV disconnect switches shall have worm gear operators with 25:1 ratio crank mechanism and a 305mm (12-inch) handle. The ground switches shall use a swing handle mechanism.

The design of the mechanism shall be such that the main blades are positively toggled when in the fully open or fully closed position. Each disconnect switch shall be equipped with adjustable stops for the open and closed positions. The closing stops shall position each blade such that maximum contact pressure will be achieved between the moving and the fixed contacts. When the disconnect switch is in the fully closed position, the hinge and clip-end contacts on each side of the main blades shall be horizontal within  $\pm 5^\circ$  of the manufacturer's specified closed position.

All operating handles and cranks of the mechanism shall be mounted on the base-supported structure at a height of 914 mm,  $\pm 80$  mm, (3 feet,  $\pm 3$  inches) above the foundation.

Embossed or stamped metal indicators shall be provided on the vertical operating rod showing when the disconnect switch is open or closed. The indicators shall be approximately 190 mm (7.5 inches) high and 38 mm (1.5 inches) wide and the "Closed" indicator painted red and the "Open" indicator painted green. The indicators shall be mounted at normal eye level and positioned so that the appropriate indicator directly faces the operator when the operator is in a normal position for operating the disconnect switch.

An embossed or stamped nameplate shall be mounted on the operating mechanism which indicates the ratings of the disconnect switch.

Provisions shall be included for locking the disconnect switch in both the open and closed positions. The outboard or offset bearing of each mechanism shall include a cast metal housing and crank arm, a steel shaft, and either ball or roller bearing.

#### **1.2.3.1 Manually Group Operated**

The length of lever-type operating handles, when furnished, shall not exceed 900 mm (3 feet). The force required to operate any manual mechanism shall not exceed 225 newtons (50 pounds). Manually operated main blades, including those using gear mechanisms, shall be capable of being opened and closed under 2 cm (3/4 inch) ice formation and this shall be demonstrated by the ice tests specified in Section 1.3.1.2/Ice Test. If an auxiliary swing handle is required for the successful completion of the ice tests, one (1) handle shall be furnished with each disconnect switch. The auxiliary handle shall be readily attachable and detachable and the gear box disengaged by a method other than the removal of driven pins or set screws.

#### **1.2.3.2 Motor Group Operated**

The disconnect switches shall be arranged for both remote and local control. Each 3-pole disconnect switch shall be operated by one (1) motor and the 3-poles shall operate simultaneously. Electrical control shall be furnished such that the disconnect switch may be opened or closed locally or from a remote point. The disconnect switch control circuit shall also be so arranged that when a control switch furnished by others mounted in the control building is in the "REMOTE" position, the local control switches do not function. Similarly, when the control switch is in the "LOCAL" position, the remote control equipment will not operate. The local electric control, only, shall also permit stopping the switch in any intermediate location. Limit switches shall be provided to prevent over travel. During operation of the disconnect switch, the control logic shall keep the motor loaded continuously to prevent the mechanism from alternately leading and lagging the motor. Indication of the disconnect switch position shall be readily visible from the ground, and means of preventing false indication if the blade fails to complete the opening or closing operation shall be furnished. A manual handle socket shall be permanently installed and handle furnished with a means of disengaging the motor mechanism by movement of the manual handle. The electric control shall be completely wired. A fused knife switch or circuit breaker shall be installed for the cabinet heaters. The heaters shall be suitable for operation at 115 or 230 volts AC, and shall be thermostatically controlled. The motor and controls for the motor shall be for 125 volt, DC operation. All motor-operated disconnect switches shall be capable of being opened by their motor under ice conditions and this capability shall be demonstrated by the ice test specified in Section 1.3.1.2/Ice Test. It is desirable that the disconnect switch be capable of also being closed by the same mechanism under the iced conditions. However, closing by manual means under iced conditions will be permitted, provided that a readily attachable manual handle is furnished and means provided for easily detaching the motor mechanism. One (1) such handle shall be furnished with each disconnect switch. The auxiliary handle shall be readily attachable and detachable and the gearbox disengaged by a method other than removal of driven pins or set screws when the disconnect switch is operated by the ice breaking handle.

#### **1.2.3.2 Supplemental Steel Members**

The Contractor shall furnish all supplemental steel members required to secure the disconnect switch-operating mechanism to the disconnect switch-supporting structure. The steel members required for mounting the operating handle or gearbox assembly for the switches shall extend the full length of the supporting structure and shall not be terminated on an intermediate bracing member.

#### **1.2.3.3 Galvanizing**

All exposed steel material required for the operating mechanisms and all supplemental steel members required to secure the mechanisms to the supporting structure shall be hot-dipped galvanized.

#### **1.2.4 Interlocks**

A mechanism interlock arrangement so that the main blades and the grounding blades mounted on the same base cannot be closed at the same time shall be provided on the manually group-operated disconnect switches. The mechanical interlock shall be of the type that is automatically positioned by the relative positions of the operating mechanisms.

#### **1.2.5 Key Interlocks**

The key interlock provided shall be fully compatible with the existing Kirk Key interlock scheme when a shop order number, part number, and/or key number is provided on the delivery order. The key interlock provided shall be Kirk Key or equal. The shop order number, part number, and key number shall be provided with each key interlock.

#### **1.2.5 Insulators**

All insulators shall be gray in color and have electrical characteristics in accordance with ANSI C29 and/or NEMA publication No. HV1 for high-voltage insulators and of standard strength porcelain, having ANSI TR numbers as indicated in 1.2.1/Ratings & Features.

#### **1.2.6 Operating Mechanism Bonding**

A copper braid, with equivalent to or greater current carrying capability than 4/0 AWG cable (107 mm<sup>2</sup>), shall be furnished to allow the operating mechanism to be bonded to the switch-operating platform in accordance with drawing 1026-E3202 (Reference Only).

Where double platforms are used, they shall be electrically bonded together.

### **1.3 Tests**

Tests listed below shall be performed at the factory or other facilities available to the manufacturer and shall be at the expense of the Contractor. One (1) disconnect switch of each type, voltage, and current rating furnished under specifications shall be tested. Tests on disconnect switches identical to those being furnished under these specifications will be accepted. Ice testing will also be accepted on a higher voltage rated disconnect switch provided it is the same in all the following respects as the disconnect switch being furnished:

- Clip-end contacts and hinge-end mechanism
- Blade material and cross section
- Operating mechanism

#### **1.3.1 Design Tests**

Actual ice tests, if required, to meet requirements of these specifications will be witnessed by a Southwestern Power Administration (Southwestern) inspector. An advance notice of date that ice tests are to start shall be sent to the Contracting Officer's Representative (COR) at the address



listed in Section 1.5.6/Mailing Addresses at least twenty-one (21) calendar days prior to start date.

#### **1.3.1.1 Temperature Rise Test**

Temperature rise testing shall be in accordance with ANSI C37.34-4. This test shall be performed on the main blade and components of a single pole. The temperature rise test report shall include a diagram indicating the points on the switch where the temperatures are determined and the composition of the disconnect switch material, including type of plating on contact surfaces at these points.

#### **1.3.1.2 Ice Test**

Ice testing shall be in accordance with ANSI C37.34.7. The test shall be a 3-pole test and shall be performed on an assembled switch. The disconnect switch under test shall be mounted horizontally upright or in the mounting position of the furnished disconnect switches. Interphase connections and connections between the group-operated switch and manual handle or power unit may be shortened to suit conditions. A disconnect switch equipped with stacked insulators may be tested with only one (1) unit per stack. The disconnect switch shall be tested with the same type operating mechanism and with the use of the same type handle, gear, power unit, etc., as furnished under this contract. Hammering on the blades, operating mechanism, or pipe is not permitted during any part of this test.

#### **1.3.2 Test Reports**

The Contractor shall furnish a test report for the disconnect switches as described in Section 1.5.4/Test Reports for Disconnect Switches.

#### **1.4 Painting**

Repair damaged galvanized surfaces by applying a minimum 76 microns (3.0 mils) dry film thickness of one (1) of the following:

- A. Keller & Long, Incorporated, No. 6820 Zinc Rich Anodic Shield.
- B. PPG Industries, Incorporated, Methalhide 1001 Inorganic Zinc Rich Primer.
- C. Sherwin-Williams Company, Zinc Clad I B69A56.
- D. Tnemec Company, 90E-92 Tnemec-Zinc.

Paint applied to the disconnect switches shall not be lead-based.

#### **1.5 Drawings and Data to Be Furnished by the Contractor**

##### **1.5.1 General**

The Contractor shall submit drawings and data as specified below. All drawings and data submitted and reviewed shall form part of the contract. The sequence of submission of drawings shall be such that all information is available for checking each drawing when it is received. Each submission of drawings shall be accompanied by a letter of transmittal containing a list of drawings giving titles and numbers. All drawings and correspondence, literature, and technical data required to be furnished by the Contractor shall be in English. Units of measurement shall be in the International System of Units (SI) and United States Customary system.

The drawings and data shall be complete and accurate in their content. Originals and all copies shall be legible. Drawings shall be prepared using drafting equipment, shall be drawn to scale, and shall have neat lettering. Freehand sketches will not be accepted. Southwestern will require thirty (30) calendar days to answer correspondence and review each submittal of data or drawings. Original drawings prepared under this contract will remain the property of Southwestern. When revised drawings are resubmitted, the changes from the previous submittals shall be clearly identified on the drawings.

All schematic and wiring diagrams shall have graphical symbols and device function numbers conforming with the latest applicable standards of ANSI/IEEE 315 and ANSI/IEEE C37.2, respectively.

One (1) copy of each transmittal letter shall be sent to the Contracting Officer (CO) at the address shown in Section 1.5.6/Mailing Addresses.

The following Table 1.5.1-1 summarizes the drawings and data required for disconnect switches being furnished under these specifications.

TABLE 1.5.1-1  
Drawings and Data Schedule for Disconnect Switches

Type of Drawings and Data	Delivery Section	Time	Material	Qty to COR	Qty to Accompany the Equipment
Approval Drawings and Data	1.5.2	Within 60 calendar days after receipt of notice of award	Blackline Prints	4	0
Final Drawings and Data	1.5.3.1	When equipment is ready for shipment	Blackline Prints and AutoCAD 2002 files	1	1
Bills of Material	1.5.3.2	When equipment is ready for shipment	Lists	2	1
Manufacturer's Instruction Books	1.5.3.3	30 calendar days before shipment	Books	3	1
Test Reports	1.5.4	14 calendar days after tests are completed	Certified Data	3	1

### 1.5.2 Approval Drawings and Data

All drawings and data submitted and reviewed will form a part of the contract. The sequence of submission of drawings shall be such that all information is available for checking each drawing when it is received.

Four (4) blackline prints of each drawing for review shall be furnished to the COR. Each submission of drawings by the Contractor must be accompanied by a letter of transmittal containing a list of drawings giving titles and numbers.

The Contractor shall furnish the following drawings and data listed in this section for review. Where standard drawings are furnished which cover variations of the general class of equipment, each such drawing shall be individually endorsed to describe exactly which parts of the drawing apply to the equipment being furnished. Each drawing shall be identified by substation or switching station name and the contract number.

Review of drawings will be given by the COR or his representative by letter of transmittal. Within thirty (30) calendar days after receipt, the COR or his representative will return one (1) copy to the Contractor marked "NO EXCEPTIONS NOTED", "EXCEPTIONS NOTED", or "RETURNED FOR CORRECTIONS". Additions will be marked in red and deletions will be marked in green. Comments will be marked in blue.

The notations "NO EXCEPTIONS NOTED" and "EXCEPTIONS NOTED" authorize the Contractor to proceed with the fabrication of the equipment covered by such drawings, subject to the correction, if any, indicated thereon or described in the letter of transmittal.

When prints of drawings have been marked "RETURNED FOR CORRECTION", the Contractor shall make the necessary revisions on the drawings and shall submit four (4) prints for review in the same routine as before.

Every revision made during the life of the contract shall be shown by number, date, and subject in a revision block, and a notation shall be made in the drawing margin to permit rapid location of the revision. The time consumed by the Contractor in submitting and obtaining review of assembly and shop drawings shall not relieve the Contractor from meeting the required time for completion of the contract.

Upon receipt of prints which have been marked "EXCEPTIONS NOTED" or "RETURNED FOR CORRECTIONS", the Contractor shall, within thirty (30) calendar days after receipt, submit four (4) prints of each drawing in accordance with the drawing submittal and distribution schedule on Table 1.5.1-1. If revisions are made after a drawing has been marked "NO EXCEPTIONS NOTED", the Contractor shall immediately furnish four (4) corrected prints and the review process will be repeated.

All of the applicable requirements for drawing submittals shall apply equally to catalog cuts, illustrations, printed specifications, weld qualifications, mill tests, factory tests, field tests, or other required data.

Any manufacturing work performed prior to the review of drawings by Southwestern will be at the Contractor's risk. Review of the drawings shall not be construed as a complete check but will indicate only that the general method of construction and detailing is satisfactory. Review of the Contractor's drawings shall not be held to relieve the Contractor of any part of the Contractor's obligation to meet all of the requirements of these specifications or of the responsibility for the correctness of the Contractor's drawings.

#### **1.5.2.1 Equipment Outline and Layout Drawings, Bills of Materials, and Instructions**

The outline and layout drawings shall be accompanied by bills of materials and descriptions giving complete information on each component.

#### **1.5.2.2 Complete Nameplate Data**

A nameplate drawing which indicates the switch ratings as specified in Section 1.2.1/Ratings and Features shall be furnished.

#### **1.5.3 Final Drawings and Data for Disconnect Switches**

Before the date the Contractor begins to ship any of the subject equipment, the Contractor shall furnish to the COR the drawings and data required in the following sections.

##### **1.5.3.1 Final Drawings**

Final drawings shall be full size blackline prints (24" x 36") and shall be of such quality and clarity as to permit sharp and thoroughly legible electronic scanning. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted, and the substation or switching station name(s) and contract number shall be shown thereon. The substation or switching station name and number shall be located immediately above the title block if possible.

Electronic drawing files in AutoCAD version 2002 format shall be submitted.

##### **1.5.3.2 Bills of Materials**

Each part shall be assigned an identifying number which can be used for ordering replacements and a reference number that locates the part on the appropriate outline drawing.

##### **1.5.3.3 Manufacturer's Instruction Books**

A print of each final drawing, as required in Section 1.5.3/Final Drawings and Data for Disconnect Switches, shall be included in the instruction book. Each instruction book shall

include one (1) copy of all associated test reports. Each instruction book shall include drawings showing the operating mechanism with dimensions, tolerances, and factory settings so that maintenance personnel can check the factory settings.

**1.5.4 Test Reports for Disconnect Switches**

Two (2) weeks after completion of those tests required on the electrical equipment, the Contractor shall furnish certified copies of all test reports, performance curves, and data. Any equipment which does not successfully pass the testing requirements will be rejected. The reports shall be sent to the COR and with the equipment as listed in Table 1.5.1-1.

**1.5.5 Right to Use Contractor's Drawings**

Southwestern expressly reserves the right to use, to reproduce in whole or in part, to distribute, and to reuse any and all such drawings furnished under this contract, whether copyrighted or not.

**1.5.6 Mailing Addresses**

The mailing address for drawings and data to be furnished by the Contractor and the mailing address for the Contracting Officer is

Southwestern Power Administration  
One West Third Street  
Tulsa, OK 74103-3502  
Attn: Scott Holland, SWPA-3300, COR

The mailing address for transmittal  
Southwestern Power Administration  
One West Third Street  
Tulsa, OK 74103-3502  
Attn: \_\_\_\_\_, SWPA-8400  
Contracting Officer

**SECTION E.**  
**SOLICITATION PROVISIONS**

**E.01 FAR 52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS (JAN 2006) (IAW FAR 12.301(b)(1))**

**Instructions to Offerors -- Commercial Items (Jan 2006)**

- (a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --
  - (1) The solicitation number;
  - (2) The time specified in the solicitation for receipt of offers;
  - (3) The name, address, and telephone number of the offeror;
  - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);
  - (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) *Late submissions, modifications, revisions, and withdrawals of offers.*
  - (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
  - (2)
    - (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
      - (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
      - (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

- (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) *Availability of requirements documents cited in the solicitation.*
- (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--
- GSA Federal Supply Service Specifications Section  
Suite 8100  
470 L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925)  
Facsimile (202 619-8978).
- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites--
- (i) ASSIST ( <http://assist.daps.dla.mil> ).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch/> )
- (iii) ASSISTdocs.com ( <http://assistdocs.com> ).
- (3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—
- (j) Using the ASSIST Shopping Wizard ( <http://assist.daps.dla.mil/wizard> );
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.

- (4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number.
- (k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.
- (l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
  - (2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.
  - (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
  - (4) A summary of rationale for award;
  - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
  - (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

**E.02 FAR 52.212-2 EVALUATION-COMMERCIAL ITEMS (JAN 1999)(IAW FAR 12.301(c))**

- a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:
- Items are listed in descending order of importance:
- Technical Capability
- Past Performance
- NOTE: The Government considers Line Items 0001A through 0001D; 0002A through 0002D; 0003A through 0003D, and 0004A through 0004D to be the most frequently utilized line items. Although EACH line item pricing will be evaluated, the pricing for the Line Items listed above will be evaluated separately. Greater consideration to price will be given to these line items. As stated in paragraph (b) below, price evaluation for the base and all option years will be considered, with the proposed percent increase for each option year applied to the base year cost to determine the Option Year 1 and Option Year 2 cost.
- (b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**E.03 FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (MAR 2005)  
(IAW FAR 2.301(b)(2))**

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]
- (3) *Taxpayer Identification Number (TIN).*

\* TIN:\_\_\_\_\_.

\* TIN has been applied for.



\* TIN is not required because:

\* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\* Offeror is an agency or instrumentality of a foreign government;

\* Offeror is an agency or instrumentality of the Federal Government;

(4) *Type of organization.*

\* Sole proprietorship;

\* Partnership;

\* Corporate entity (not tax-exempt);

\* Corporate entity (tax-exempt);

\* Government entity (Federal, State, or local);

\* Foreign government;

\* International organization per 26 CFR 1.6049-4;

\* Other \_\_\_\_\_.

(5) *Common parent.*

\* Offeror is not owned or controlled by a common parent:

\* Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it \* is, \* is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it \* is, \* is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it \* is, \* is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it \* is, \* is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it \* is, \* is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it \* is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

- (i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).]* The offeror represents as part of its offer that it \* is, \* is not an emerging small business.
- (ii) *[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).]* Offeror represents as follows:
- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

*(Check one of the following):*

<b>Number of Employees</b>	<b>Average Annual Gross Revenues</b>
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

- (9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

- (i) *General.* The offeror represents that either—
- (A) It \* is, \* is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
- (B) It \*has, \* has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]*

- (10) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that—

- (i) It \* is, \* is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small

Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

- (ii) It \* is, \* not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- (d) *Representations required to implement provisions of Executive Order 11246 --*
- (1) Previous contracts and compliance. The offeror represents that --
- (i) It \* has, \* has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It \* has, \* has not, filed all required compliance reports.
- (2) *Affirmative Action Compliance.* The offeror represents that --
- (i) It \* has developed and has on file, \* has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It \* has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
- (f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act -- Supplies, is included in this solicitation.)
- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."
- (2) Foreign End Products:
- | LINE ITEM NO. | COUNTRY OF ORIGIN |
|---------------|-------------------|
|               |                   |
|               |                   |
|               |                   |
- [List as necessary]
- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (g)
- (1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

- (ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

- (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (Jan 2004).* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

\_\_\_\_\_

[List as necessary]

- (3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (Jan 2004).* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

- (4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
- (h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--
- (1) \* Are, \* are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) \* Have, \* have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) \* Are, \* are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
- (i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:

- (2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)

- (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.
- (2) The offeror has completed the annual representations and certification electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as

of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. *[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated into his offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

**E.04 FAR 52.207-4 ECONOMIC PURCHASE QUANTITY -- SUPPLIES (AUG. 1987)(IAW FAR 7.203)**

- a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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- (b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

**OFFEROR RECOMMENDATIONS**

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>

- (c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

**E.05 FAR 52.216-1 TYPE OF CONTRACT (APR 1984) (IAW FAR 16.105)**

- (a) The Government contemplates award of a Fixed-Price, Indefinite Delivery-Indefinite Quantity contract resulting from this solicitation.

**E.06 FAR 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995) (IAW FAR 16.506(f))**

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

**E.07 FAR 52.233-2 SERVICE OF PROTEST (AUG 1996) (IAW FAR 33.106)**

- a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Southwestern Power Administration, One West Third Street, Tulsa, OK, 74103-3519.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.